



Content Subscription & Membership Service Standard Terms & Conditions for Corporate Customers

1. Introduction

1.1 We are Mind Tools Limited, a company registered in England under registered number 4829074, with an EU VAT number of GB 840 1273 62 and registered office at Hardwick House, Prospect Place, Swindon, SN1 3LJ. Our business address is Mind Tools, 3rd Floor, The News Building, London Bridge Street, London, SE1 9SG, United Kingdom.

1.2 “You” refers to the Customer identified in the attached Subscription Schedule (“**the Subscription Schedule**”).

1.3 These Terms and Conditions of Service (“**these Terms**”) govern our provision of the Mind Tools Club™ online content subscription and membership service (“**the Service**”). We provide the Service only in accordance with these Terms. These Terms, together with the Subscription Schedule, constitute a binding legal agreement between you and us (“**the Agreement**”).

14. We care very much about the standard of the Service, and we want to hear from you if you are not satisfied in any way. Please email us at members.helpdesk@mindtools.com or call our customer services team on +44 20 7788 7978.

2. Provision of the Service

2.1 In the Agreement, “**Member**” means an individual who is nominated by you to have access to the Service, and who is your employee or an employee of any affiliated company of yours as identified in the Subscription Schedule (“**the Associates**”), or who is an independent third party consultant or other contractor of yours but only whilst he/she is actively engaged pursuant to written agreements in activities for your benefit or the benefit of the Associates.

2.2 Your subscription will provide access to the Service and its content (“**the Materials**”) for use by your nominated Members during the subscription period specified in the Subscription Schedule and any renewal period under paragraph 7.1 of these Terms (“**the Subscription Period**”). Such access is to be obtained securely via an individual, password-protected login for each Member.

2.3 During the Subscription Period each Member is required to adhere to the Club Terms of Use as set out in Annex 1.

2.4 You agree to be responsible to us for the acts and omissions in relation to the Service of your employees and all Associates and their employees and all third party consultants and contractors and others. Any such act or omission that would, if done by you, constitute a breach of the Agreement shall be treated as a breach of the Agreement by you.

2.5 We will observe all relevant UK data protection legislation in relation to any personal data you provide to us and any personal data that may be provided to us by Members and we

will use it only for the purposes of providing the Service.

2.6 We may, but are not obliged to, monitor those portions of the Service which are generated by Members (including members' forum postings). We take no responsibility for material that has not been introduced by us. In accordance with the Terms of Use, we reserve the right to remove any material or postings generated by members, in order to ensure compliance with the Terms of Use.

3. Service Levels and Credits

3.1 In this paragraph 3, "**Availability**" means a percentage equal to a numerator of 100% of the scheduled uptime minus unscheduled outage periods during a month divided by a denominator of 100% of the scheduled uptime. $(100\% \times [(Available - Unscheduled Outage)/Available])$.

3.2 The required service level for monthly Availability of the Service during a paid Subscription Period is greater than or equal to 99% (the "**Uptime Service Level**"). We agree to give you 5 days' notice of any scheduled outages for maintenance and upgrades.

3.3 For any full calendar month in which there is a failure to meet the Uptime Service Level, you will (subject to paragraph 3.4 of these Terms) be entitled to receive a credit against your subscription for such month equal to an amount determined in accordance with the following table:

Availability	Service Level Credit
Greater than or equal to 99%	None
Less than 99% but greater than 95%	5% of the pro rata monthly subscription fee
Less than 95%	10% of the pro rata monthly subscription fee

The pro rata monthly subscription fee is calculated by dividing the Subscription Fee for the Subscription Period by the number of months or parts thereof in the Subscription Period.

3.4 Any time or times in which the Service is not Available in the month under measurement due to any of the following reasons are not to be considered as an Unscheduled Outage:

- (a) circumstances beyond our reasonable control, including, but not limited to, acts of war or other hostilities, acts of God, earthquake, flood, embargo, riot or other civil disturbance, sabotage, power outages, labour shortage or dispute, governmental act, or failure of the Internet; provided that we give you prompt notice of such cause and use our reasonable commercial efforts to promptly correct such failure or delay in performance;
- (b) denial of service issues outside our reasonable control;
- (c) scheduled maintenance and upgrades;
- (d) our acts or omissions when done at your request or that of any Associate; or
- (e) any failure by you, any Associate or any Member to provide information or approvals necessary to bring a system back online or release a system.

3.5 Any request for Service Level Credits under paragraph 3.3 is to be notified by you to us within ten (10) days of the end of each month, identifying each instance of non-Availability. We will acknowledge each request no later than the working day after receipt and will review all requests within fourteen (14) days after receipt. If a request is accepted, we will rebate the credit in the calendar month immediately following the month in which the request was accepted.

4. **Proprietary Rights**

4.1 All copyright and other intellectual property rights (in any jurisdiction) in the Service and in the Materials introduced by us are and shall remain our property. Nothing in the Agreement shall operate to transfer any such property to you, your Members or to any third party. The Materials are provided for the personal use of Members during the Subscription Period for your benefit and that of any Associates. The right to use the Materials will cease on expiry of the Subscription Period or on any earlier termination of the Agreement.

4.2 Under the Club Terms of Use, Members may download and store machine-readable extracts from the Materials and print them as reasonably required for their own personal use during the Subscription Period. You may not otherwise (directly or indirectly) scan, copy, reproduce, adapt, translate, modify or create derivative works from the Materials without our prior written consent. Neither you nor any Member is permitted to create any independently searchable database of the Materials.

4.3 You agree not to provide access to any part of the Service and/or Materials to any party except Members as permitted by these Terms. Further you and the Associates and Members may not transmit any Materials to any third party.

4.4 We warrant that all Materials introduced by us available as part of the Service are owned by us or are validly licensed to us and that we have the right to grant any licence or subsidiary right to use the Materials in accordance with the Agreement.

4.5 We agree to indemnify you and the Associates and Members against all liabilities and expenses (including reasonable legal costs) incurred by you or the relevant Associate(s) or Member(s) (as the case may be) in relation to any claim that any of such Materials infringe the intellectual property rights of, or include any confidential information belonging to, any third party ("**a Claim**").

4.6 Sub-paragraph 4.5 sets out your sole remedy and our entire obligation and liability in respect of any Claim and our obligations under it are subject to you or the relevant Associate or Member:

- a. giving us prompt notice of any Claim and not making any admission or taking any other step, whether by act or omission, that may jeopardize the successful defence or settlement of any Claim;
- b. providing reasonable co-operation to us, at our expense, in the defence and settlement of any Claim; and
- c. giving us sole authority to defend or settle any Claim.

4.7 You warrant that any materials or data provided by you to us in connection with the Service (including without limitation your competency model, customized messages and all trade marks and logos) will not infringe the intellectual property rights of, or include any confidential information belonging to, any third party.

5. Secure Access

5.1 You must ensure that Members access the Service only by using their individual login and password as provided by us and that such login and password details are kept secure.

5.2 Where membership activation codes are issued by us (to enable your nominated Members to select their own individual login name and password), you must ensure that these activation codes are kept secure and issued to and used only by individuals who eligible to be Members under section 2.1 of this agreement.

5.3 On breach or suspected breach of access security to the Service, you must immediately notify us and take such actions as we may reasonably require to prevent the breach and minimize the risk of future breaches.

5.4 We monitor access to the Service at all times and we will notify you of suspected security issues. On notification, you must act promptly as provided in paragraph 5.3. You consent to us monitoring use of the Service by Members and also to the use by us of cookies to track usage of the Service.

5.5 We reserve the right to require your Members to change login and/or passwords and to revoke any membership activation codes issued for the purpose of gaining secure access to the Service.

5.6 In the event of a serious or persistent breach of Service security or misuse (including unauthorised disclosure) of any part of the Materials, we reserve the right to terminate the Agreement with immediate effect.

6. Subscription Charges and Validity

6.1 The subscription charges for use of the Service are set out in the Subscription Schedule. Payment is due within 30 days of invoice and the first subscription is to be invoiced on Agreement Date as set out in the Subscription Schedule unless otherwise agreed in the Subscription Schedule.

6.2 Where membership activation codes are issued for the purposes of setting up Members' access, they are valid for and must be used by the Member within two months of the Subscription Start Date. The Subscription Period for a Member who activates using their activation code within two months of the Subscription Start Date is deemed to start on the activation date. We are not obliged to extend the Subscription Period if activation delayed by more than two months after the Subscription Start Date.

6.3 Membership is non-transferable except in the case that a Member ceases to be employed by you. In such case, subject to the maximum number of membership transfers in the Subscription Period not exceeding 20% of the overall number of Members, a request for transfer will normally be granted. Any Member to whom membership is transferred will cease to have access at the end of the Subscription Period.

6.4 We reserve the right to suspend the Service if our charges are overdue for payment and to terminate the Agreement after giving you 30 days' notice of our intention to terminate the Agreement if payment is not made within such period.

6.5 If any sum payable to us under the Agreement is not paid by the date on which it is due, then we have the right to charge interest on the overdue amount at the statutory rate from time to time. Where interest on any sum due is charged by us in accordance with these Terms, any payment later received will be applied first in payment of the interest due, and secondly in

reduction of the indebtedness.

6.6 All sums are exclusive of any applicable value added tax or other supply or goods and services tax or any similar sales tax in any relevant jurisdiction.

7. Term and Termination

7.1 The Agreement will start on the Agreement Date set out in the Subscription Schedule. The Service will be provided (subject to these Terms) for an initial subscription period starting on the Subscription Start Date specified in the Subscription Schedule and ending at 00:00 on the Renewal Date specified in the Subscription Schedule. Where membership activation codes are used, the access of an individual Member may continue for up to two months after the Renewal Date as provided in paragraph 6.2.

7.2 Subject to payment of an agreed subscription renewal fee being made by you and accepted by us on or before each Renewal Date, the Service will continue to be provided for successive renewal periods starting on each such Renewal Date.

7.3 Either party is entitled to terminate the Agreement immediately on written notice to the other if the other party:

- a. commits any material breach of the Agreement that is not capable of remedy; or
- b. commits any material breach of the Agreement that is capable of remedy and fails to remedy it within 30 days after receipt of a written notice giving full particulars of the breach, requiring it to be remedied and warning of the sender's intention to terminate the Agreement if it is not so remedied.

7.4 If you terminate the Agreement under paragraph 7.3, we will refund any pre-paid and unused subscription fees on a pro rata basis.

7.5 For annual subscriptions, we will contact you three months before the Renewal Date. If we have quoted a multi-year price for renewal, then we will honor that price provided that renewal is confirmed by the required date and any other conditions of renewal are met.

8. Warranty and Liability

8.1 During your Subscription Period, we will provide the Service and the Materials to you, the Associates and Members with reasonable care and skill and will use our reasonable endeavors to maintain accuracy and continuity of the Service in accordance with the service levels set out in paragraph 3 of these Terms. However, we cannot guarantee that the Service will be continuous or error free and we do not warrant that it will meet your specific needs or those of your Members.

8.2 The warranties given in these Terms are in place of all warranties, conditions or other terms implied by statute or otherwise that relate to quality, fitness for purpose or compliance with description, all of which are excluded to the fullest extent permitted by law.

8.3 WE DO NOT ACCEPT LIABILITY FOR ANY SPECIAL LOSS OR ANY INDIRECT OR CONSEQUENTIAL LOSS OF ANY NATURE (INCLUDING WITHOUT LIMITATION ANY ECONOMIC LOSS OR OTHER LOSS OF BUSINESS, PRODUCTION, REVENUE, PROFIT, GOODWILL OR ANTICIPATED SAVINGS), WHETHER ARISING IN CONTRACT, TORT,

NEGLIGENCE, BREACH OF STATUTORY DUTY OR OTHERWISE, AND WHETHER OR NOT THE POSSIBILITY OF SUCH LOSS ARISING HAS BEEN BROUGHT TO OUR ATTENTION.

8.4 EXCEPT IN RELATION TO THE INDEMNITY WE GIVE TO YOU IN PARAGRAPH 4.5 OF THESE TERMS, OUR LIABILITY TO YOU UNDER THE AGREEMENT IN RESPECT OF ANY ONE EVENT OR SERIES OF CONNECTED EVENTS SHALL NOT EXCEED THE AGGREGATE ANNUAL SUBSCRIPTION FEE FOR THE SERVICE IN THE ANNUAL SUBSCRIPTION PERIOD IN WHICH THE RELEVANT CAUSE OF ACTION ARISES.

8.5 Nothing in this Agreement shall be construed as restricting or excluding our liability for death or personal injury resulting from our negligence or for fraud.

9. General

9.1 Except as otherwise specifically provided, a person who is not a party to the Agreement may not enforce any of its terms.

9.2 The Agreement constitutes the entire agreement between us concerning its subject matter, and supersedes any previous understanding or agreement, express or implied. Each party confirms that it has not relied upon any representation not recorded in writing in the Agreement inducing it to enter into the Agreement. No variation of the Agreement shall be valid unless it is in writing, refers specifically to the Agreement and is signed by the authorized representatives of both parties on or after the date of the Agreement.

9.3 Any notice given under the Agreement shall be in writing and shall be delivered by hand or by a method of postal or courier delivery that requires a signature to be provided by or on behalf of the recipient. In the case of postal or courier delivery, delivery shall be deemed to take place upon delivery to the addressee or upon receipt by the sender of a notice that the addressee has "gone away" or refused to take delivery or any notice having similar effect. Notices shall be delivered or posted to us at both of the addresses set out in paragraph 1.1 above and to you at the address given in the Subscription Schedule or (in either case) to any other address notified in substitution on or after the date of the Agreement.

9.4 Each party shall keep secret and treat as confidential all information obtained from the other which is either stated to be confidential or could reasonably be regarded as confidential (including the terms of the Agreement) and shall not disclose such information to any person other than its employees, agents or sub-contractors where such disclosure is required for the performance of the party's obligations under the Agreement. This paragraph shall not extend to information which was already in the lawful possession of a party prior to the Agreement or which is already public knowledge or becomes so subsequently (other than as a result of a breach of this clause) or which is trivial or obvious. The obligations of confidentiality under this clause shall survive any expiry or termination of the Agreement.

9.5 If any dispute arises out of or in connection with the Agreement, we will both attempt to settle it by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure. Unless the parties agree on the choice of mediator within 7 days of one party nominating a proposed mediator in writing to the other, the mediator shall be appointed by CEDR at the request of either party. If the parties fail to agree terms of settlement within 42 days of the start of the first meeting held under such procedure, the dispute may be referred to litigation by either party. Nothing in this paragraph shall prevent or delay either party from seeking injunctive relief in any court in respect of any infringement of intellectual property or breach of confidence or from issuing proceedings to recover any undisputed debt or from joining the other party to any proceedings issued against the first party by a third party.

9.6 The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by English law and the parties irrevocably submit to the non-exclusive jurisdiction of the English Courts.

9.7 By using the Mind Tools subscription service, you consent to the collection of your company name and publicly recognizable image. We may, from time to time, use this information for any purpose, including marketing purposes.

Annex 1

Mind Tools Club™ Terms of Use for Individual and Corporate Members

The Mind Tools Club is a community of individual and corporate members from all around the world. The rules in this Terms of Use are to ensure that the club and the community forums remain a safe and constructive learning environment for all members, and ensure that Mind Tools materials are used for the purposes intended.

By registering and accessing Mind Tools as a member, or as part of a trial, Members agree to abide by the rules within this Terms of Use. Mind Tools reserves the right to terminate the membership of anyone who is found in breach of these rules.

Each corporate member, including participants in a corporate trial, is responsible to his or her employer or principal for compliance with these Terms of Use.

1. Be a good club and forum citizen

- The value of a forum is in the exchange of personal ideas, opinions and experiences. However, **please post these courteously and with respect**. Don't use language that could be offensive to others (even if it is not to you), don't make abusive or threatening comments in general or about other people or organizations, or incite hatred or violence.
- All postings must be legal. This means that, amongst other things, they should not include pornography, anything to do with the trade of illegal drugs, or infringe copyright.
- Any messages you post should be relevant to the forum and to the topic, and be of potential interest to others. Only start a new thread if you have checked that there isn't a suitable one already. Do not post the same material to multiple forums. Read relevant parts of the forum before posting and do not repeat things that have already been said. Moderators reserve the right to move postings to a different thread if they think the posting would sit better there.
- Members may add links to their postings where these form a valuable contribution to their post. However using the forums or indirectly to advertise other products, services (except those available from Mind Tools) or websites through links or otherwise is not acceptable. This restriction helps us ensure that the forums are useful and provide a high-quality experience for members.
- The personal messaging (PM) system is to be used for contacting fellow members individually in relation to club material or postings, generally to follow up on a discussion, or to ask a member of the Mind Tools Team for assistance. Sending messages not related to club resources or mass or bulk emails to multiple members is prohibited and may result in your being suspended from the forum.
- Do not impersonate others, or give the impression that you are an employee of or spokesperson for any organization, including Mind Tools, if you are not.
- Please use full sentences (avoid 'text' language), and don't type ENTIRELY IN CAPITALS as it is hard to read and gives the impression you are shouting.

- Mind Tools resources and materials are provided only for your personal use during the term of your membership. Materials are copyright protected. Please ensure that copyrights are respected. You must obtain the appropriate permission, license or further subscriptions to use the materials with other people.
- All of the above forum rules apply to any form of contact between members as a result of their membership, in the forums, by personal messaging (PM) and by any other means.

2. Respect confidentiality and stay safe

- Please protect your own and your employer's confidentiality. Choose a logon name that does not uniquely identify you or your employer.
- Corporate Members are reminded that the use of this Service is also subject to your employer's electronic and confidentiality policies.
- Always respect the privacy of other members. If you know information about another member, by any means, please do not reveal that information in public areas of the club including the forum.
- Mind Tools recommends that you do not divulge personal information such as your e-mail address, postal address, phone number or credit card details in the forum or personal message. If you do so, it is entirely at your own risk.
- To avoid any issues of child safety, you may not use this forum if you are under 16 years of age.

3. Take responsibility

- It is your responsibility to evaluate any advice or suggestions made in the forum or other Mind Tools resources before acting on it. Any actions you take as a result of anything you read in the club are entirely your responsibility.
- You are also responsible for the form, content and accuracy of any postings or material introduced by you.

4. Using Mind Tools materials

- The Materials in Mind Tools' Club are provided for your personal use during your subscription or trial period. Unless otherwise explicitly agreed by Mind Tools, your right to use the Materials ceases on expiry of your subscription or trial, or if you are unsubscribed from the club earlier by Mind Tools.
- Mind Tools Materials are protected by copyright and other intellectual property rights, and shall remain the property of Mind Tools.
- You may download and store machine-readable extracts from the Materials and print them for your

own personal use during your subscription or trial period. You must not otherwise scan, copy, reproduce, adapt, translate, modify or create derivative works from the Materials. You are not permitted to create any independently searchable database of the Materials. You must delete or destroy downloaded materials when your subscription ends.

- You must not provide access to Mind Tools or its Materials to anyone else. You must not allow anyone else to use your login or password, and you must keep these access details safe and secure.

5. Mind Tools rights

- Mind Tools reserves the right to remove any postings it considers inappropriate, without explanation, at any time.
- Mind Tools also reserves the right to change these Terms of Use at any time, and so forum members are advised to check it regularly to ensure that they still comply.
- Mind Tools is not responsible for any postings or content on forums, sites or links external to www.mindtools.com, and can accept no liability for these.
- Anyone found in breach of these rules may be unsubscribed from the Club, at which point any refund due under the Terms & Conditions of Service will be made.